

**AGREEMENT**  
**between**

**THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**  
(hereinafter referred to as "UNHCR")

**AND**

**THE INTERNATIONAL CATHOLIC MIGRATION COMMISSION**  
(hereinafter referred to as "ICMC")

*Reaffirming* their commitment to contribute through common endeavor to the protection of refugees and to find solutions to their plight;

*Noting* the need to promote understanding of resettlement activities in receiving countries;

*Acknowledging* the urgency to increase UNHCR's capacity for resettlement activities in the field through the use of experts and specialists;

*Emphasizing* the necessity to enhance UNHCR's relationship with its resettlement partners, in particular with Non-Governmental Organizations interested in refugee resettlement;

To this end, UNHCR and ICMC (hereinafter collectively referred to as "the Parties") have agreed to establish a Resettlement Deployment Scheme to be governed by the following provisions:

**ARTICLE 1**

**NATURE OF CO-OPERATION**

- 1.1 The UNHCR-ICMC Resettlement Deployment Scheme (hereinafter referred to as "the Scheme") is a practical application to co-ordinate the co-operation between UNHCR, governments of resettlement countries, and Non-Governmental Organizations ("NGOs"), whereby qualified people – preferably from NGOs involved in refugee resettlement – are identified to reinforce and enhance the capacity of UNHCR's operations in the field and resettlement activities.
- 1.2 The founding principle of the Scheme is to enhance the participation of NGOs in resettlement delivery and, through partnership between UNHCR and ICMC, ensure the necessary flexibility to encourage NGO staff deployments to assist with UNHCR's resettlement related activities.
- 1.3 The Parties confirm their common commitment to put in place, at the field level, mechanisms to ensure the effectiveness of the Scheme through:
  - Effective dialogue between UNHCR and ICMC towards a better understanding of each other's role and responsibilities;
  - Improved mechanisms for consultation and co-operation, including information sharing;
  - Co-ordinated programme-planning and implementation;
  - A diligent effort of both parties to find solutions for common problems;
  - The development of complementary activities;
  - Maximizing the effective use of resources;



- Avoiding the duplication of efforts; and
  - Benefiting from each other's competence and expertise.
- 1.4 The UNHCR Resettlement Section will be responsible within UNHCR for on-going arrangements between UNHCR and ICMC under the present Agreement, and will be the channel for conveying UNHCR's requests for deployment of qualified individuals.
- 1.5 The UNHCR Resettlement Section shall be responsible for establishing the sub-agreements under which funds will be provided by UNHCR to cover costs relating to the Scheme.
- 1.5 UNHCR agrees that, in consultation with ICMC, guidelines for the implementation of the Scheme ("the Deployment Scheme Guidelines") will be developed, which will outline the details of the Scheme developed pursuant to the terms of this Agreement. The Deployment Scheme Guidelines shall be utilized in all aspects of the administration and implementation of the Scheme.
- 1.6 ICMC is UNHCR's implementing partner and shall provide the necessary liaisons with other NGOs which will provide qualified individuals to be deployed under this Agreement, or with individuals not necessarily affiliated with an NGO interested in being deployed.
- 1.7 ICMC shall, at the request of UNHCR, facilitate the deployment of qualified individuals who are available to be deployed. This involves the contractual recruitment by ICMC of qualified individuals for the duration of the deployment. To enhance the spirit of the Scheme, deployments will involve suitably qualified NGO candidates whose employer NGO provides a commitment to reabsorb the deployee upon finalisation of the deployment and/or, if legal agreement can be reached, engage in a cost-share arrangement with UNHCR via the Deployment Scheme. This may include NGO secondments to the Scheme (see attached MOU Agreement).
- 1.8 ICMC shall provide administrative support to the Scheme, including but not limited to the mobilization, training and administration of qualified individuals deployed under this Agreement.

## ARTICLE 2

### THE PROJECT COORDINATOR

- 2.1 A Resettlement Deployment Scheme Project Coordinator ("the Coordinator") will be recruited by the ICMC with the concurrence of UNHCR. Specific Terms of Reference will be agreed upon by UNHCR and the ICMC through an exchange of letters outlining the role and responsibilities of the Coordinator.

## ARTICLE 3

### THE ROSTER

- 3.1 ICMC shall, in co-operation with UNHCR, establish a Roster of qualified individuals with appropriate skill profiles (hereinafter referred to as "the Roster Members") and thereafter maintain the Roster on a current and up-to-date basis. The size and composition of the Roster will be reviewed and evaluated every three (3) months by UNHCR and ICMC as part of the ongoing monitoring process. The Roster may comprise individuals according to skills and

qualifications in different areas; for example, the Roster can comprise different categories of individuals with skills in refugee law and/or social work.

- 3.2 The profiles of the Roster Members shall reflect UNHCR's requirements for deployment, as identified through the joint planning process, and UNHCR shall assist in the selection of the qualified individuals and approve their inclusion on the Roster. To ensure the necessary flexibility and diversity of expertise for possible deployment, the Roster will serve as a resource to assist with the selection of eligible candidates for possible deployment. ICMC, in co-operation with UNHCR, will identify eligible NGO candidate(s) for deployment on special projects. UNHCR will seek to identify such special projects where NGOs may provide short-term (12 week) staff secondments.
- 3.3 The selection of the qualified individuals to be considered for deployment under the Scheme shall be guided by criteria set by UNHCR.
- 3.4 ICMC shall endeavor to ensure that candidates for possible deployment, including those listed on the Roster are of different nationalities who have the required attributes such as maturity, cultural sensitivity, adaptability, ability to work in a team, ability to work under difficult security, climatic and geographical conditions, versatility, and flexibility to work under changing conditions.

#### ARTICLE 4

##### DEPLOYMENT


- 4.1 The regular procedure of deployment of people on the Roster shall be as follows:
- (a) UNHCR shall submit a written request to ICMC (hereinafter referred to as "the Request"), which shall include:
- An overview of the relevant UNHCR operation;
  - Complete Terms of Reference, including a description of the tasks to be fulfilled and/or functions to be assumed, specifying duties and qualifications required;
  - The number of deployed people required;
  - The location of deployment;
  - The expected deployment date and the duration of the deployment; and
  - Other relevant information regarding the operation.
- (b) If ICMC intends to accept the Request, it shall identify a shortlist of eligible people from the Roster (hereafter referred to as "candidates") and provide UNHCR with all relevant roster member information, availability dates and any further information needed by the latter.
- (c) From this shortlist, UNHCR shall make the final selection of the candidate(s) to be deployed under this Agreement, for the operation indicated in the Request.
- 4.2 ICMC shall, at the request of UNHCR, deploy the candidate(s) to any location in the world within four (4) weeks from acceptance by the selected candidate, unless otherwise specified. Should ICMC be unable to deploy a selected candidate within this time frame, it shall inform UNHCR accordingly.
- 4.3 Once the candidate has been selected for a particular deployment and begins to travel to the place of his/her future site of deployment, he/she will be regarded as a "Deployee".

- 4.4 UNHCR shall attempt to ascertain that requests for extensions of deployments are sent to ICMC at least one month prior to the expiration of an ongoing deployment. Any extension of the deployment, if required, shall commence immediately upon expiration of the original period of deployment. An extension with immediate effect means that any allowance for return travel expense cannot be utilized until completion of the extension period. The maximum continuous duration of a contract (including extensions) for a deployment, or a series of renewed short-term contracts, shall be for eleven months. At the expiration of an eleven-month deployment, there is a mandatory break of service of 30 days prior to any redeployment.

## ARTICLE 5

### STATUS AND OBLIGATIONS OF THE DEPLOYEES

- 5.1 ICMC agrees to the status and obligations of the Deployees set forth in this Article and shall, as appropriate, ensure that the Deployees comply therewith and sign, prior to deployment, the Undertaking attached to the present Agreement as "Annex 1". UNHCR will not accept any Deployee who has not signed this Undertaking.
- 5.2 The Deployees will work as part of the UNHCR team, in line with the spirit of partnership of this Agreement. For the purpose of carrying out functions under the terms of this Agreement, the Deployees shall be accorded the status of "Experts on Mission" for the United Nations, within the meaning of Article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, and shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of deployment with UNHCR, including time spent on travel to and from their place of deployment. However, the Deployees shall not be considered in any respect as officials of UNHCR or the United Nations.
- 5.3 The Secretary-General of the United Nations shall have the right and the duty to waive the immunity of any Deployee having been accorded the status of "Expert on Mission" under the present Agreement in any case where, in his opinion, the immunity would impede the course of justice.
- 5.4 The Deployees shall be issued a United Nations certificate in accordance with section 26 of Article VII of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, for the purpose of travel and identification prior to their deployment.
- 5.5 The Deployees shall perform their functions for UNHCR under the supervision of UNHCR officials whose names and functional titles will be communicated to them before taking up their activities at the deployment site, and perform their duties in full compliance with the instructions received from those UNHCR officials.
- 5.6 The Deployees shall neither seek nor accept instructions regarding the services performed or to be performed during their deployment to UNHCR from any Government or from any authority external to UNHCR or the Deployment Scheme. They shall not engage in activities incompatible with the aims and objectives of UNHCR or the United Nations, or the proper discharge of their duties under the terms of this Agreement.



- 5.7 The Deployees shall exercise the utmost discretion in all matters relating to their deployment to UNHCR and shall not communicate, at any time, without the authorization of UNHCR and of the Deployment Scheme, to the media or to any institution, person, Government or other authority external to UNHCR and the Deployment Scheme, any information that has not been made public, and which has become known to them by reason of their being deployed to UNHCR. The Deployees shall not use any such information without the authorization of UNHCR and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement.
- 5.8 The Deployees shall comply with all rules, regulations, instructions, procedures or directives issued by UNHCR.
- 5.9 Unsatisfactory performance or failure to conform to the duties and obligations under this Agreement may lead to termination of the deployment, for cause, at the initiative of UNHCR. One month notice shall be given in such cases.
- 5.10 Any serious breach of the duties and obligations that, in the view of UNHCR, would justify separation before the end of the notice period mentioned in Article 5.9 above, will be immediately reported to ICMC, with a view to obtaining agreement on an immediate cessation of the deployment. UNHCR may decide to limit or bar access to UNHCR premises by the individual involved when the circumstances so warrant.
- 5.11 At the end of a deployment, and consistent with the Deployment Scheme Guidelines referred to in Article 1.5 above, the Deployee will provide a written evaluation of their achievements and deployment experience.

## ARTICLE 6

### ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF ICMC

#### A. Obligations regarding the Roster

- 6.1 ICMC shall ensure that the Roster Members are properly selected according to the required UNHCR parameters specified in Article 3.2, 3.3. and 3.4 of this Agreement.
- 6.2 ICMC shall at all times have available and provide to UNHCR upon request the following documents for each Roster Member:
- a completed and updated UNHCR P.11 form;
  - a copy of a valid national passport; and
  - 8 passport-size photographs.

#### B. Obligations regarding the selected Deployees

- 6.3 ICMC will ensure that Deployees are properly oriented to the Deployment Scheme and its role in UNHCR resettlement operations. Additionally, ICMC will coordinate with UNHCR Resettlement Services and other pertinent UNHCR Offices to provide resettlement training to new roster members and deployees as necessary



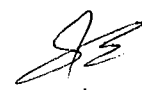
- 6.4 ICMC is responsible to ensure that the Deployees, for the duration of their deployment to UNHCR, are employed by ICMC or by another Organization which has accepted, vis-à-vis ICMC, for itself and its employees the obligations set out in the present Agreement. The employment contract shall contain a clause obliging the Deployees to sign the Undertaking with UNHCR (attached as Annex 1).
- 6.5 ICMC shall ensure that secondees, for the duration of their deployment to UNHCR, are compensated in accordance with the personnel regulations of their respective employer organization. Additionally, the Scheme will provide certain benefits to Secondees. These include all deployment related costs such as airfare to and from the deployment location, a per diem for the length of the deployment and medical expenses related to the deployment. (See attached MOU Agreement).
- 6.6 ICMC shall ensure that the Deployees abide and respect their contractual obligations with their employer organization as well as the Undertaking they have signed with UNHCR. ICMC recognizes that the functions of the Deployees are exclusively international and shall accordingly ensure that Deployees, during their assignment to UNHCR, shall comply with the obligations contained in the Undertaking.
- 6.7 ICMC shall further ensure that no re-negotiations of the employment contract and/or the terms of the deployment is made in the field without prior approval of both the ICMC and UNHCR represented by the Resettlement Section.
- 6.8 ICMC shall obtain and share with UNHCR a certificate of good health from a certified physician, stating that the Deployee is fit to travel and has had the required inoculations for the countries/regions to which he/she will travel during his/her deployment.
- 6.9 ICMC undertakes to ensure that during the entire period of deployment, the Deployees are covered by adequate medical and life insurance, as well as insurance coverage for service incurred illness, injuries, disability or death. This insurance shall be valid worldwide and cover war-risk and other extraordinary risks.
- 6.10 ICMC shall be responsible for all travel arrangements of the Deployees, except for internal travel within the country or region of operation, which shall be the responsibility of UNHCR.
- 6.11 ICMC shall provide each Deployee with advance *per diem* and accommodation for the first month of assignment in accordance with ICMC's regulations upon deployment. ICMC shall be responsible for any cash transfer concerning *per diem* replenishments. In exceptional circumstances, UNHCR shall facilitate *per diem* replenishments.

## ARTICLE 7

### ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF UNHCR

#### A. Obligations regarding the Deployees

- 7.1 UNHCR shall provide the Deployees for the duration of their assignment with a UNHCR Identity card issued by the local UNHCR office. UNHCR shall ask the United Nations to issue the Deployees with a United Nations certificate, in accordance with section 26 of Article VII of the Convention on Privileges and Immunities of the United Nations of 13 February 1946.



- 7.2 UNHCR shall endeavor to obtain visas and other documents for the Deployees, as and when required from the competent local authorities.
- 7.3 UNHCR shall endeavor, in agreement with competent national and local authorities, to ensure that the same protection and physical security measures are in place for Deployees as for UNHCR staff.
- 7.4 Within existing resources, UNHCR shall provide Deployees with staff support facilities in the country or region of operation similar to those provided to UNHCR staff.
- 7.5 UNHCR shall facilitate participation of Deployees in UNHCR-organized resettlement training workshops. UNHCR will provide initial orientation and training related to specific field operations upon deployment of a resettlement consultant to the field.
- 7.6 Where possible, UNHCR will in co-operation with ICMC arrange for a debriefing by the Deployees at the end of their deployment.

**B. Obligations towards ICMC**

- 7.7 UNHCR shall provide ICMC with full and specific details required for the assignment of the Deployees.
- 7.8 UNHCR, in collaboration with ICMC, will implement a monitoring and evaluation process for each Deployee, following the Deployment Scheme Guidelines.
- 7.9 UNHCR shall provide ICMC with reports on the performance of the Deployees at the end of their deployment.

**ARTICLE 8**

**LIABILITIES**

- 8.1 UNHCR will not accept liability for claims for compensation in respect of illness, injury, disability or death, which may be suffered by the Deployee arising out of the deployment or during the Deployee's participation in the activities which are the subject of the present Agreement, except where such illness, injury, disability or death results directly from the gross negligence of the officials or staff of UNHCR, in which case any amounts payable by UNHCR shall be reduced by amounts of any coverage under the insurance referred to under Article 6.9 above.
- 8.2 ICMC shall defend and hold harmless UNHCR and its personnel in case of any claims or liabilities arising in connection with the execution of the functions of a Deployee under this Agreement and for any claim brought by third parties for damages, injury or death as a result of any act or omission by a Deployee during the course of his/her deployment, including while on travel status, except where such damages, injury or death results directly from the gross negligence of the officials or staff of UNHCR, in which case any amounts payable by UNHCR shall be reduced by amounts of any coverage under the insurance referred to under Article 6.9 above, or where such third party claims are related to injury or damage caused by a vehicle driven by a Deployee duly authorized in accordance with IOM/30/2001-FOM/29/2001 dated 3 April 2001, in which case the claims will be submitted by UNHCR to its insurance.



- 8.3 ICMC will reimburse UNHCR for financial loss or for damage to UNHCR-owned equipment or property caused by a Deployee if such loss or damage (a) occurred outside the performance of services with UNHCR, or (b) arose or resulted from gross negligence or willful misconduct or violation or reckless disregard of applicable rules and policies by the Deployee.

## **ARTICLE 9**

### **ARBITRATION**

- 9.1 Any controversy or dispute arising out of this Agreement shall be settled by negotiation between the Parties. In case the controversy or dispute is not resolved by negotiation, either party shall have the option to request its submission to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force.
- 9.2 There shall be one single arbitrator appointed and the place of arbitration shall be the Palais des Nations in Geneva, Switzerland. Any arbitral award rendered pursuant to this Article shall be deemed by the Parties to be final and binding without possibility of appeal.

## **ARTICLE 10**

### **PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Agreement shall be deemed a waiver express or implied, of any of the privileges and immunities of UNHCR or the United Nations.

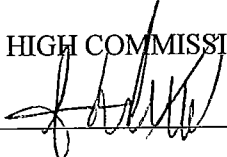

## **ARTICLE 11**

### **ENTRY INTO FORCE AND TERMINATION**

- 11.1 This Agreement enters into force upon signature by both Parties and shall be effective until December 31, 2010.
- 11.2 This Agreement may be renewed and amended by written consent of the Parties. Each party shall give full consideration to any proposal for an amendment made by the other party.
- 11.3 This Agreement may be terminated by giving two (2) months written notice on the part of either Party, by a letter addressed to the other Party.
- 11.4 This Agreement supersedes all oral and written agreements, if any, between the Parties and constitutes the entire Agreement. Specific issues of funding will be governed by sub-agreements concluded in accordance with Article 1.4.





Signature: THE HIGH COMMISSIONER ICMC  
   
Name: George Okoth-Obbo Johan Ketelers  
Title: Director, Department of Secretary General  
International Protection ICMC  
Place and Date: Geneva January 1<sup>st</sup>, 2008